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2 1083 Vine Street, #201  
3 Healdsburg, CA 95448  
4 Telephone: (707) 395-0062  
5 Facsimile: (707) 921-7352

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7  
8 Attorneys for Defendant  
9 Intersec Interactive, Inc.

10  
11 UNITED STATES DISTRICT COURT  
12  
13 NORTHERN DISTRICT OF CALIFORNIA

14 SARAH BRAGA and MATTHEW  
15 COTTONE,

16 Plaintiffs,

17 v.

18 INTERSEC INTERACTIVE, INC., and  
19 DOES 1-25

20 Defendants

Case No. cv-15-01145 DMR

**DECLARATION OF DANIEL INTRAUB IN  
SUPPORT OF DEFENDANT'S MOTION TO  
DISMISS AND/OR TRANSFER VENUE**

**DATE: June 11, 2015**

**TIME: 11:00 a.m.**

**PLACE: Courtroom 4, Oakland**

**JUDGE: Ryu**

21 I, DANIEL INTRAUB, declare under penalty of perjury that the following facts are true and  
22 correct to the best of my information and belief:

- 23 1. I am an officer of Defendant INTERSEC INTERACTIVE, INC. in the capacity of general  
24 manager. INTERSEC INTERACTIVE, INC. is a film production company.  
25 2. I am familiar with the day to day operations of Defendant as well as record keeping  
26 practices in the workplace.  
27  
28

DECLARATION IN SUPPORT OF NOTICE OF MOTION  
AND MOTION TO DISMISS OR TO TRANSFER VENUE;

1 3. When Plaintiff Braga first began as a contractor her primary residence was in Oregon.  
2 We worked extensively together and she mentioned on several occasions where she lived. She  
3 made several trips beginning during the week and extended through the weekend to Oregon.  
4 The reason for her visits were to relax after the week and visit her cat.

5 4. Intersec Interactive, Inc. (INTERSEC) has always maintained an office in New York.  
6 Brent Scott's residence has served as an Intersec office since 2003 when it was purchased.  
7 Prior to 2011, the offices were at 140 Plymouth Street in Brooklyn New York. In 2011, the  
8 office was at 234 Fifth Ave Suite 509 New York NY 10001. From 2012 until now, the office  
9 has been 2148 42nd Street Astoria New York.

10 5. Brent Scott's primary residence has always been the Hamden New York location. (5478  
11 East River Road, Hamden NY 13782) The Emeryville apartment was a company apartment  
12 rented for the purpose of convenience as providing housing for performers. Brent Scott was  
13 allowed to use that apartment as his capacity as owner. That apartment is no longer being  
14 rented (as of March 2015).

15 6. Braga is an erotic performer with the ability to work at various adult entertainment  
16 companies. She has done shoots for Meadhall (paintoy.com). Braga is currently associated  
17 with and apparently modeling for Digital Dark LLC. That appears to be plaintiff Matt  
18 Cottone's corporation. The digitaldark.org web site is a direct competitor of Intersec. This  
19 lawsuit is an attempt to destroy the INTERSEC business in order to monopolize the market.  
20 (See Exhibit A.)

21 7. Braga was not expected to be present at Intersec's office. She had an agreement with  
22 Intersec that she would work in our facilities as a courtesy for her. She set her own hours  
23 which were typically around five and a half per day not including lunch breaks. Braga was  
24 paid on a daily basis not an hourly basis. All references to hourly reporting were only for  
25 accounting purposes (i.e, to show allocation of resources for various projects). Braga was not  
26 terminated. Brent Scott decided to have me Daniel Intraub, perform these duties.

27 8. The organizational chart was not created by Intersec, its officers nor employees. It is not  
28 accurate now nor was it accurate when either Cottone or Braga were contracted with Intersec.  
Instead, this chart was made by an unknown person.

DECLARATION IN SUPPORT OF NOTICE OF MOTION  
AND MOTION TO DISMISS OR TO TRANSFER VENUE;

1 9. Braga signed the Independent Contractor Agreement of her own free will and made no  
2 statements with respect to any negotiation. Though she was asked if she accepted it, she made  
3 no protests.

4 10. Braga was not assigned Site Manager of the "TopGr1" site. She requested to be what we  
5 call the "Director" of the "TopGr1" site. She was in fact given a commission based on its sales  
6 as an additional motivational factor to encourage her to perform well.

7 11. The work Braga was performing had natural due dates based on regular updating of  
8 Intersec's sites. These were communicated to Braga and she was subsequently left to work on  
9 her own. The schedule that she agreed upon was rarely adhered to. She was never penalized  
10 nor confronted for arriving to our office or leaving the office at a time different than she  
11 indicated.

12 12. The office was provided as a convenience for Braga to work in. She chose when she  
13 would come in and when she would leave. The laptop she was provided, which she still has,  
14 was loaned to her, at her request, as an accommodation, because she didn't like having a  
15 personal computer. Instead she claimed on many occasions that her telephone was all she  
16 needed. When her request to be Director of TopGr1 meant that she would need to do video  
17 editing, she requested that we give her a used computer from Brent Scott.

18 13. Braga was not terminated. The statements made in the email were meant to transfer the  
19 reporting functions of several Independent Contractors to me Daniel Intraub. Brent Scott no  
20 longer felt he was able to handle the stress of maintaining his business relationship with the  
21 contractors. Each and every contractor negotiated their contract with me after said meeting.

22 14. Braga was paid a daily rate. The request for a time sheet was for accounting purposes  
23 only. Braga never submitted one. She was still paid for each day she invoiced for.

24 15. Braga's recollection of the conversation at TUNA is completely skewed and is evidence  
25 of her pre-existing psychological issues which she sees a therapist for. During many  
26 conversations, Braga explained her extreme social anxiety and her extremely judgmental  
27 nature. She contorted my story about being lied to about a person's age. My contact with said  
28 person was never physical or of a sexual nature and Braga was explicitly told that.

16. Brent Scott did speak with his attorney about the matter as well as with me. It was

DECLARATION IN SUPPORT OF NOTICE OF MOTION  
AND MOTION TO DISMISS OR TO TRANSFER VENUE:

1 determined that she had lied and created the story. Her contact with the FBI was an obvious  
2 sign of her mental disability.

3 17. The photographs Braga refers to in her Declaration were behind the scenes images taken  
4 on an erotic photoshoot. They were hardly inappropriate considering the venue. Several  
5 security cameras have been installed in the office. There is expensive equipment in the  
6 premises and these are for security. One of these cameras was installed in the only location  
7 where the front entrance to the building could be viewed. That does happen to be in the  
8 bathroom, but the camera faces outwards, despite the inferences the declarant seems to make.

9 18. Plaintiff Cottone claims that he was told by me that I lived in San Leandro. As of  
10 February 13 of 2014, I had no further communication with Mr. Cottone. Yet the fully  
11 executed lease wasn't finalized until September of 2014. (Exhibit B, a fully executed lease,  
12 is attached.)

13 19. Plaintiff Cottone has made statements on several occasions that he has trust funds and a  
14 large stock portfolio. I and several other people at Intersec visited his mother's house at 76  
15 Fardale Ave Mahwah New Jersey 07430. He is from the East Coast and has at many times  
16 claimed he has good friends there who would put him up if he needed. He is also a member  
17 of the competing website digitaldark.org which is the main website of the corporation he  
18 owns (Digital Dark LLC). digitaldark.org is a competing website. This lawsuit is an attempt  
19 to destroy INTERSEC, its competition with a legal attack.

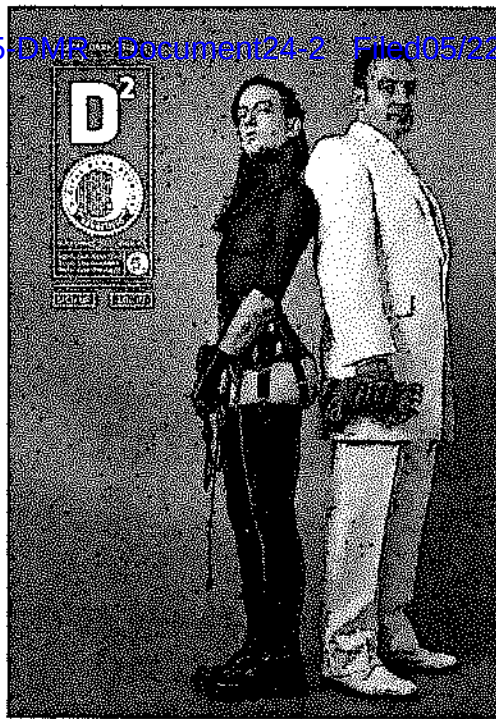
20  
21 Respectfully submitted,

22  
23 

24 DANIEL INTRAUB

25 Dated: May 20, 2105

# EXHIBIT A



## d2 artists portal



## latest artist releases



## about us

digital stark was formed by an underground collective of revolutionary artists of bondage, bdsm and unbridled sexuality. at digital stark, our mission statement is to bring back the original methods of rope bondage, bdsm and combine it with new, humane techniques for the use of perversion and sex collectors. cyd black and elise graves have each developed a look into the deeper layers of bdsm the now conforming acts of bdsm and the true evolution of the submissive and the dominant, strapping away the confines and conventionality of today's vision of fetish and the no longer taboo nature of being cyd black and elise graves bring an organic approach to present day exhibition bondage and bdsm using artistic techniques.

cyd black's character and mastery of intense rope bondage, friskies also known as fisting is beautifully exhibited and conveys a deep understanding of the visceral and headful nature in the movements of fisting, teaching entry level, intermediate and professional grade people to appreciate the rigorous erotic movements of the rope bondage craft he puts it as accessible to the novice as it is for those well versed in the artistry of the rope.

as complementary to cyd, elise graves shows her prowess and familiarity with all bdsm encompassing everything and anything, elise's nature's belief that all sexuality, desires and curiosity is fluid and open, allows the audience to explore all forms of body domination and love of fetish, though her control, it's essential to her approach, for all bdsm niche categories is expansive, fluid and spread in its fearless pursuit of sexual acceptance.

with a team of devoted people, digital stark aims to change the way bdsm and exhibitional rope bondage is seen in today's adult industry landscape, we at digital stark are artists, revolutionaries, performers and lovers of the device, the time and the unconventional.



 **EliseGraves** Pics 34F Switch (Oakland, California)

[← return to profile](#) | [browse all pictures](#) (7) [pictures \(97\)](#)



*Oh, just me. Sitting in Mistress Miranda's fucking amazing medical facility in London. Wearing a super hot red latex dress. Sporting a totally amazing Rubber's Finest hood. Complete with video specs in the hood as well. I am a very lucky girl.*

*- EliseGraves | about 1 month ago*





Elise Graves · Pies 34F Switch (Oakland, California)

Return to profile | Browse all pictures (7 pictures (2/7))



Okay, so I now have a definitive answer when people ask me "What is the most intense experience you have had?" Thanks to my recent visit to PainFiles in England, they taught me the difference between how we (the US, aka Intersec) stick needles up fingernails (which is very carefully and not so deep) and the way they do it (which is also carefully, but WAY deeper!!!!!!) It was, indeed, a very intense experience, times nine (nine nails!) I am glad I had this experience, but I don't see myself ever needing to do that again!!!

- Elise Graves, 1 month ago



TO LISA FLORES FAX 510 836-0660

FROM JAY SPENCER

Re: 1625 (LEASE AGREEMENT) ORCHARD AVENUE  
SL. CA 94577

P6 1 + 4

09/17/2014

# EXHIBIT B

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**Lease Agreement**

**Attorney Fees** In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

**Megan's Law** Pursuant to Section 260.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an Internet web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

**Notices** Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

**Validity of Each Part** If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

**Captions and Headings** The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

**Application** Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

**Attachments** The following attachments are incorporated as part of this Agreement:  
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards  
Move-In-Move-Out Checklist

**Entire Agreement** This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By:

*Gr. Spencer* 09/17/14  
 Owner or Agent: \_\_\_\_\_ Date: 9/17/2014  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

DocuSigned by: \_\_\_\_\_ 9/17/2014  
 Tenant: 501130800327404... Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

**Receipt**

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ 1,000.00 + \$1,000.00  
 Rent: \$ 1,400.00 for the period 9/19/14 to 9/30/14  
 Other: \$ 560.00 for October rent due October 1st  
 Total received: \$ 4,300.00 payment method Certified Funds

I have reviewed this page *[Signature]* *[Initials]* (Tenant initials)



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**PET ADDENDUM**Page \_\_\_\_\_  
of AgreementThis document is an Addendum and is part of the Rental/Lease Agreement, dated 9/19/14 between  
(Date)Jay Spencer (Owner/Agent) and  
(Name of Owner/Agent)Daniel Intraub & Elizabeth Jarvis (Resident) for the  
(List all Residents as listed on the Rental/Lease Agreement)premises located at 1625 Orchard Avenue Unit # (if applicable) B  
(Street Address)San Leandro, CA 94577  
(City) (Zip)

1. The Rental/Lease Agreement provides that without Owner/Agent's prior written consent, no pets shall be allowed in or about the premises.
2. Owner/Agent consents to Resident keeping the pet(s) described here: 2 cats
3. In the event of default by Resident of any of the terms in this Addendum, Resident agrees, within three days after receiving written notice of default from Owner/Agent, to cure the default or vacate the premises. Resident agrees Owner/Agent may revoke permission to keep said Pet on the premises by giving Resident thirty (30) days notice in writing.
4. Resident agrees to comply with all applicable ordinances, regulations and laws governing pets.
5. Resident agrees that Pet will not be permitted outside Resident's unit unless restrained by a leash. Use of the grounds or premises for sanitary purposes is prohibited.
6. Pet ☐ must be or ☒ need not be spayed or neutered. (Check one).
7. Domestic rodents, reptiles and amphibians, or birds, if allowed, must remain caged at all times.
8. If Pet is a fish, the water container shall not be over N/A gallons and will be placed in a safe location in the unit.
9. Pet shall not be fed directly on the carpeting in the unit.
10. Resident shall prevent fleas or other infestation of the rental unit or other property of Owner/Agent, and may be held liable for costs associated with any necessary remediation.
11. Resident shall not permit, and represents that Pet will not cause any damage, discomfort, annoyance, nuisance or in any way inconvenience, or cause complaints, from any other Resident, guest, or the public. Any "mess" created by Pet shall immediately be cleaned up by Resident. Resident must provide and maintain an appropriate litter box, if applicable.
12. In the event that Owner/Agent, contractor, or maintenance personnel need access to the unit, the pet will be confined in the following manner:  
☐ Put in a kennel/crate ☐ Removed from premises ☐ Not applicable ☒ Other Put in room with closed door.
13. Resident shall be liable to Owner/Agent for all damages or expenses incurred by or in connection with Pet, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages or costs in connection with Pet.
14. Resident shall deposit with Owner/Agent an additional security deposit of \$ 1,000.00. Owner/Agent ☐ does ☒ does not (check one) require Resident to carry renter's insurance to cover damages caused by Pet.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

9/17/2014

Date

[Signature]  
Resident

Resident

9/17/2014

Date

Designated by:

[Signature]

Resident(s) 11360032F4C4...

Resident

Date

Resident

Date

09/17/2014

Date

Jay Spencer  
Owner/Agent Jay SpencerCalifornia Apartment Association Approved Form  
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6. **Disclaimer:** Resident acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Owner/Agent would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
7. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<p>9/17/2014 Date</p>	<p>Resident Resident 13425546F4D...</p>	<p>9/17/2014 Date</p>	<p>Resident Resident 95113080B32F4C4...</p>
<p>09/17/2014 Date</p>	<p>Owner/Agent Jay Spencer</p>	<p></p>	<p></p>



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# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Addendum to Residential Tenancy Agreement Dated: 9/19/2014

Owner: Jay Spencer

Tenants: Daniel Intraub &amp; Elizabeth Jarvis

## Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

## Owner's Disclosure (Owner to initial and check appropriate boxes)

☐

(e) Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐

(b) Records and reports available to Owner (check one below):

☐ Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☒ Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Tenant's Acknowledgment (Tenant to initial as acknowledgement)

☒

(c) Tenant has received copies of all information, if any, listed above.

☒

(d) Tenant has received the pamphlet, "Protect Your Family from Lead in Your Home."

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By:

OWNER OR AGENT

☒

FORB 01A13428B45F4D4...

☒

58113880832F4C4...

Date

9/17/2014

Date

9/17/2014